

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cell Signaling Technology, Inc.		11/08/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	E I Spectra, LLC D/B/A Orflo Technologies		
Street Address:	19622 Northeast 125th Court		
City:	Woodinville		
State/Country:	WASHINGTON		
Postal Code:	98007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4035529	ORFLO	
Registration Number:	4108498	MOXI Z	
Registration Number:	4642479	MOXI FLOW	
Registration Number:	4947205	NEXT-GEN FLOW CYTOMETRY	
Serial Number:	87261851	PREPDX	
Serial Number:	86458944	NEXTGEN FLOW CYTOMETRY	
Serial Number:	86459287	NEXTGENERATION FLOW CYTOMETRY	
Serial Number:	86459318	NEXT-GENERATION FLOW CYTOMETRY	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1000224304		

OP \$215.00 4035529

NAME OF SUBMITTER:	Chris R. Andersen
SIGNATURE:	/Chris Andersen/
DATE SIGNED:	11/11/2019
Total Attachments: 7 source=ORFLO - IP Release#page1.tif source=ORFLO - IP Release#page2.tif source=ORFLO - IP Release#page3.tif source=ORFLO - IP Release#page4.tif source=ORFLO - IP Release#page5.tif source=ORFLO - IP Release#page6.tif source=ORFLO - IP Release#page7.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("**Release**") is made and effective as of November 8, 2019 and granted by CELL SIGNALING TECHNOLOGY, INC. a Massachusetts corporation (the "**Lender**"), in favor of EI SPECTRA, LLC, a Delaware limited liability company d/b/a ORFLO TECHNOLOGIES (the "**Grantor**"), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of July 23, 2015, by and between Grantor, as borrower, and Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Grantors executed and delivered to the Lender that certain Intellectual Property Security Agreement, dated September 22, 2015 (the "**Intellectual Property Security Agreement**", which together with the Loan Agreement, are the "**Security Agreements**");

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to, and under the IP Collateral (as defined below);

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on September 22, 2015, at Reel 036624, Frame 0797, with respect to certain patents, patent applications and like protections owned by Grantor;

WHEREAS, the Grantor desires that Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the IP Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby agrees as follows:

1. Release of Security Interest. Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Intellectual Property Security Agreement and terminates, releases, and discharges, all security interests it has pursuant to the Security Agreements in any right, title and interest of the Grantor, and hereby reassigns to the Grantor all right, title, and interest that it may have, in, to, and under the following (collectively, the "**IP Collateral**"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof that, in each case, may be held by Grantor as of the date hereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products that, in each case, may be held by Grantor as of the date hereof;

(c) Any and all design rights that may be held by Grantor as of the date hereof;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, reissues, and continuations-in-part of the same, in each case, held by Grantor as of the date hereof, including without limitation the patents and patent applications set forth in Exhibit A attached hereto (collectively, the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same, and like protections, and the entire goodwill of the business of Grantor connection with and symbolized by such trademarks that, in each case, may be held by Grantor as of the date hereof, including without limitation those set forth on Exhibit B attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips that, in each case, may be held by Grantor as of the date hereof (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present, and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the intellectual property rights identified above, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect to any of the foregoing.

2. Further Assurances. Lender agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CELL SIGNALING TECHNOLOGY, INC.

as Lender

By:  _____

Name: Matthew O. Curran

Title: Chief Financial Officer

Address for Notices: _____

Cell Signaling Technology, Inc., 3 Trask Lane,
Danvers, MA 01923; Attention: Chief Executive
Officer (with a copy to General Counsel)



EXHIBIT A

Patents

<u>Description</u>	<u>Country</u>	<u>Patent/ Application Number</u>	<u>Issue/ Filing Date</u>
DISPOSABLE PARTICLE COUNTER CARTRIDGE	U.S.	8329437 / 12639095	Dec. 11, 2012 / Dec 16, 2009
THIN FILM SENSOR	U.S.	7417418 / 11452583	Aug. 26, 2008 / Jun 14, 2006
THIN FILM SENSOR	U.S.	7579823 / 12156605	Aug. 25, 2009 / Jun. 3, 2008
FLUORESCENCE-ACTIVATED CELL DETECTOR	U.S.	7515268 / 11701711	Apr. 7, 2009 / Feb. 2, 2007
FLUORESCENCE-ACTIVATED CELL DETECTOR	U.S.	8072603 / 12378757	Dec. 6, 2011 / Feb. 19, 2009
THIN FILM PARTICLE SENSOR (App Number:	U.S.	7520164 / 11800167	Apr. 21, 2009 / May 4 2007
THIN FILM PARTICLE SENSOR (App Number:	U.S.	8171778 / 12381252	May 8, 2012 / Mar. 10, 2009
REUSABLE THIN FILM PARTICLE SENSOR	U.S.	8616048 / 12985536	Dec. 31, 2013 / Jan 6, 2011
MICROFLUIDIC INTERROGATION DEVICE	U.S.	9293311 / 13666131	Mar. 22, 2016 / Nov. 1, 2012
INSTRUMENTED PIPETTE TIP	U.S.	8015887 / 12679548	Sep. 13, 2011 / Mar. 23, 2010
METHOD FOR MANUFACTURING A MICROFLUID SENSOR	U.S.	8182635 / 12936243	Mar. 22, 2012 / Oc.t. 4, 2010
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	U.S.	8608891 / 13474485	Dec. 17, 2013 / May 17, 2012
PIPETTE INSTRUMENT	U.S.	9470616 / 13266450	Oct. 18, 2016 / Oct. 26, 2011
METHOD FOR MULTIPLEXED MICROFLUIDIC BEAD IMMUNOASSAY	U.S.	9452429 / 13629784	Sep. 27, 2016 / Sep. 28, 2012

SAMPLE-ACQUIRING MICROFLUIDIC TESTER	U.S.	9333502 / 13615252	May 10, 2016 / Sep. 13, 2012
COMBINED OPTICAL IMAGING AND ELECTRICAL DETECTION ...	U.S.	8804105 / 13431877	Aug. 12, 2014 / Mar. 27, 2012
FLUORESCENCE FLOW CYTOMETRY DEVICE AND METHOD	U.S.	9103760 / 14287188	Aug. 11, 2015 / May 26, 2014
FLUORESCENCE FLOW CYTOMETRY DEVICE AND METHOD	U.S.	9528926 / 14801367	Dec 27, 2016 / Jul. 16, 2015
FLUORESCENCE FLOW CYTOMETRY DEVICE AND METHOD	U.S.	9945770 / 15362356	Apr. 17, 2018 / Nov. 28, 2016
MICROFLUIDIC INTERROGATION DEVICE	U.S.	9952135 / 15006332	Apr. 24, 2018 / Sep. 29, 2016
PIPETTE TIP	U.S.	D593205 / 29312538	May 26, 2009 / Oct. 29, 2008
PIPETTE TIP BOX	U.S.	D593207 / 29312539	May 26, 2009 / Oct 29, 2008
PIPETTE	U.S.	D596756 / 29312537	Jul. 21, 2009 / Oct. 29, 2008
INSTRUMENTED PIPETTE	China	200880109435. 2 / 200880109435. 2	
PIPETTE INSTRUMENT	China	200980158970 / 200980158970. 1	
METHOD FOR MANUFACTURING A MICROFLUIDIC SENSOR	China	200980112090 / 200980112090	
INSTRUMENTED PIPETTE TIP	E.P.O.	2195114 / 8835264.6	
PIPETTE INSTRUMENT	E.P.O	Pending / 9844122.3	
PIPETTE INSTRUMENT	India	Pending / 8375DELNP20 11	

INSTRUMENTED PIPETTE TIP	India	160051 / 1661DELNP20 10	
PIPETTE INSTRUMENT	Japan	5550719 / 2012508437	
INSTRUMENTED PIPETTE TIP	Japan	5658566 / 2010526963	
PIPETTE INSTRUMENT	Singapore	175303 / 2011077260	
INSTRUMENTED PIPETTE	Singapore	Pending / 2010019768	

<u>Description</u>	<u>Country</u>	<u>Patent/ Application Number</u>	<u>Issue/ Filing Date</u>
MICROFLUIDIC CELL SORTER AND METHOD (Awaiting Decision by the Board of Appeals)	United States	12/699,745	02-03-2010
FLUORESCENCE-BASED PIPETTE INSTRUMENT (Abandoned)	United States	12/744,134	05-21-2010
MICROFLUIDIC CELL SORTER WITH ELECTROPORATION (Prosecution Suspended)	United States	12/872,749	08-31-2010
FLUORESCENCE FLOW CYTOMETRY	United States	8,735,853 13/492,805	05-27-2014 06-09-2012

EXHIBIT B

Trademarks

Pending Applications

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
PREPDX	US	87/261,851	Dec. 8, 2016

Issued Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
ORFLO	U.S.	4035529	Oct. 4, 2011
MOXI Z	U.S.	4108498	Mar. 6, 2012
MOXI FLOW	U.S.	4642479	Nov. 18, 2014
NEXT-GEN FLOW CYTOMETRY	U.S.	4947205	Apr. 26, 2015

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>
NEXT-GEN FLOW CYTOMETRY	United States	86/458929	November 19, 2014
NEXTGEN FLOW CYTOMETRY	United States	86/458944	November 19, 2014
NEXTGENERATION FLOW CYTOMETRY	United States	86/459287	November 19, 2014
NEXT-GENERATION FLOW CYTOMETRY	United States	86/459318	November 19, 2014